

## COURT SUSTAINS STAND OF COUNCIL

Sought Equitable Adjustment of Rents Due at Judicial Sales.

## NEW LAW ENACTED TO END DISPUTES

Decision Given on Ruling in Case Brought Before Bill Went Into Effect.

Among the measures that composed the legislative programme of the Advisory Council of Real Estate Interests during the last legislative session was a bill that provided for an equitable adjustment of rent between seller and buyer at judicial sale. A decision of the Appellate Term, which affirmed a judgment of the Municipal Court of the city, whereby the seller was permitted to retain rents that were paid in advance, but covered a period subsequent to the time of the judicial sale when the property was in the possession of the purchaser, was regarded as inequitable by the law committee of the Advisory Council. The bill drafted by the council rectified this inequity by providing for a fair apportionment of such rents paid in advance so that the purchaser received all rent from the time he took possession of the property. This bill was enacted into law.

However, the original case itself was brought to the council through Louis Franklin Levy, a member of its law committee, and the Supreme Court, Appellate Division, has just handed down a decision reversing the lower court's ruling and sustaining the position taken by the Advisory Council. The decision is as follows, and is quoted at length for purchasers at judicial sale who have never been able to apportion such rents paid in advance as they were due to the purchaser covering a period when he became owner of the premises:

"This appeal is from a determination of the Appellate Term, which affirmed a judgment of the Municipal Court of the City of New York, dismissing the complaint.

"The facts are undisputed. The plaintiff was the purchaser at a partition sale of certain real estate. The defendant, prior to the sale, was the owner or tenant in common of an equal undivided one-eighth interest in the property and as such was a party to the partition action. On June 3, 1915, the property was sold at public auction to one Pfeiffer, who thereafter duly assigned to the plaintiff his right and interest in the property. Under the terms of the sale the plaintiff's deed was to be delivered on July 2, 1915, but the closing was postponed until July 8, 1915, under a stipulation which provided that computations should be made as of the date of the former date. The property was sold subject to existing tenancies, and a holdover lease, having until May 1, 1916, to run. On June 15, 1915, the agents of the owner collected \$145, rent due in advance for the month of July, 1915, and the closing was postponed until July 8, 1915, under a stipulation which provided that computations should be made as of the date of the former date. The property was sold subject to existing tenancies, and a holdover lease, having until May 1, 1916, to run. On June 15, 1915, the agents of the owner collected \$145, rent due in advance for the month of July, 1915, and the closing was postponed until July 8, 1915, under a stipulation which provided that computations should be made as of the date of the former date.

"In the case of the plaintiff, the sale was entitled to recover, under the provisions of the Code of Procedure, the sum of \$274.40, which was the amount of the rent collected by the defendant. The plaintiff claims to be entitled to its proportionate share of this amount, and the defendant claims to be entitled to recover that sum.

"It is the opinion of the court that the plaintiff was entitled to recover, under the provisions of the Code of Procedure, the sum of \$274.40, which was the amount of the rent collected by the defendant. The plaintiff claims to be entitled to its proportionate share of this amount, and the defendant claims to be entitled to recover that sum.

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## COSTLY APARTMENTS FOR PASSAIC PLOTS

These Will Be in What Is Called the Hill Section.

Contracts have been let for three large apartment houses in Passaic, N. J. One, to cost \$45,000, is now in course of construction at 7-10 High st. by Pink & Pachman. The same men are to begin operations on another at High and Erie sts. Both of these will have eighteen apartments. Gansburg Bros. have purchased a large site in Gregory av., facing City Hall Park, one of the city's beauty spots. There they will begin work within the next few days on a twenty-family apartment house, which will cost \$50,000. The three apartment houses will be in the hill section.

## AUTO SHOW ROOM FOR LARGE NEWARK PLOT

Will Be Erected on Plain Street for Mrs. E. McKinney.

Apfelbaum & Apfelbaum have sold in Newark, for the United Merchants Realty Corporation, the property 142 Realty Corporation, to Mrs. E. McKinney, who owns an adjoining plot. A garage and automobile showroom will be erected on the combined parcels. J. Hansburg Callahan, attorney, represented conveyors of the title.

## VERONA PURCHASES MADE BY F. M. SOULE

One Tract Extends from Sunset Avenue to Prospect Avenue.

F. M. Soule has purchased from Percy Ingalls the large tract of land on the west side of Sunset Avenue and extending through to Prospect Avenue, Verona, N. J. The property has a total frontage of 500 feet and is opposite the grounds of the Montclair Golf Club. Mr. Soule has also purchased from the same owner the tract on the north side of Sunset Avenue, adjoining the Williams estate, the plot having a frontage of 125 feet and a depth of 300 feet. The sales were effected through F. M. Crawley & Bros., of Montclair, N. J.

## BROADWAY FURNITURE DISTRICT EXPANDING

C. S. Nathan Rents 40,000 Square Feet of Space.

Charles S. Nathan, dealer in office furniture, has leased the store, basement, first and second floors at Nos. 450 and 462 Broadway for a long term of years at an aggregate rental of \$100,000. The space rented comprises 40,000 square feet. Opposite is the new home of the Globe-Vernice Company. The lessee will occupy the premises about October 1, after extensive alterations have been made. M. Rosenthal Company negotiated the lease. The estate was represented by Kurzman, Frankelheimer & Gutman, attorneys, the lessee by Abraham C. Cohen, attorney.

## \$20,000 GARAGE FOR HEIGHTS

Planned for Haven Av. Site for Emma Holding.

A \$20,000 garage is to be built on the easterly side of Haven av., 51.7 feet south of 171st st. It will be two stories. The plans have been designed and filed by John Hopper. The building will be of stone and 25.10x95.5 feet in size.

## FOR AMUSEMENT PURPOSES

Site on Prospect Av. The Bronx. Leased by S. S. Cohen.

Sydney S. Cohen has leased from the Premium Holding Corporation (Messrs. Sonn Bros.) for a term of twenty-one years, the vacant plot on the west side of Prospect av., 231 feet south of Home st. and being 25x114 feet, with a plot in the rear of 120x175 feet. The plot is to be used for amusement purposes.

## PUTS WAR PROFITS IN REALTY

Seller of Munitions Now Owns Tract at Summit, N. J.

A man who is said to have made large sums in war munitions has bought from Backer, Arnstein & Levy the large part of their farm, mansion house, stable, etc., at Long Hill, near Summit, N. J. On the tract sold owned by the sellers is erected a new cottage.

## BUYER FOR \$135,000 ROW

Property Double Flathouses in West 94th St.

Charles S. Kohler has sold for the Canavan Investing Company 109 to 115 West 94th st., four five-story double flats, built on plot 103.6x108.1 1/2 feet. This property, which has been owned by the selling company for upward of ten years, during which time it has been under Charles S. Kohler's management, was held at \$135,000. Frederick Brown is the purchaser. R. G. Bahage, as attorney, represented the sellers and Julius H. Zieser negotiated the sale.

## Suburban Land Co. Sales.

New York Suburban Land Company has sold at its development in the 4th Ward, Borough of Queens, a plot 60x100 feet on Kinsey av., to Dr. G. S. Lowell, and at Hicksville, L. I., a plot 40x100 feet on Hicksville av., to Adolph Rosenfeld.

## ONE OF THE MANY HOMES AT MANHATTAN BEACH DESIGNED BY EDWARD C. CHESTERSMITH. IT IS A C. COPELAND'S RESIDENCE AT 172 BEAUMONT STREET.

Occupant for Park Mansion Edward S. Foley & Co. have leased the William G. Park mansion, 47 Fifth Avenue, for the Farmers Loan and Trust Company, trustees of the William G. Park estate, to Miss Sidney Colestock for a term of five years.

## SEED HOUSE IN WATER STREET.

The seed importing house of I. L. Radwaner has rented through William A. White & Sons and Ashforth & Co. the entire five-story and basement building 83 Water st.

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## BUILDING WORK IN MANY CITIES

Big Gains in Chicago, Cleveland, Detroit and Milwaukee.

## TOTALS FOR COUNTRY EXCEEDS JULY, 1915

Slight Losses Reported in 53 Out of 104 Important Places.

The official reports of building permits issued in July in 105 cities, including all of New York City, as received by "The American Contractor," New York, total \$112,655,752, as compared with \$67,062,722 for July, 1915, an increase of 83 per cent. Excluding Manhattan Borough, the total is \$83,450,532, as against \$62,217,419 for July, 1915, a modest gain of 2 per cent. In New York City many builders of high class apartment houses filed plans early in the month in order to escape the effect of the zoning and height law.

The total number of building permits issued in these 105 cities was 22,573, as compared with 22,944 for July last year. Gains in total building operations for July may, therefore, be regarded as normal, or somewhat better than normal. In detail the reports are as follows:

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## TAKE YOUR OLD BROADWAY

A Mid-Western Dramatic Critic Prefers His Home Town, but—

The dramatic critic of "The Detroit News" spent last week on Broadway, after an absence of several years. In the following article he makes his choice between New York and Detroit.

By A. L. WEEKS.

ACTORS temporarily exiled to the provinces are fond of comparing New York audiences with those on the frontiers—of course, to the disparagement of the latter. They delight in celebrating the sensitiveness, the acuteness, the responsiveness of Manhattan playgoers.

I know now why New Yorkers make ideal spectators in the theatre: Living in the provinces is such an uncomfortable business they'll laugh at anything.

During the past week I heard several hundred of you applaud the singing of a song that Neil O'Brien sang more expertly in 1904. I heard you laugh heartily at that hoary quip which points out the fact that no one is sending mail to Washington because he is dead. That originated, I think, during the third week of December, 1799.

Of course you applaud and you laugh when these and similar antiquities raise their venerable heads. And why not? No visitor marvels at the humor for entertainment—for forgetfulness of the ghastly task of existing—of these folks who take a surface car to avoid negotiating the perilous peaks and crags of Broadway; who climb the stairs to the elevated to escape the surface car; who dive down into the subway to get away from the L; and who finally return to the alpine precipices and sharp declivities of Broadway, with its quaintly rippling boardwalks, to get a breath of so-called fresh air after suffering slow suffocation in the subway.

It is not surprising that it is the inconsequential entertainment which draws the general public. When the matter of transferring yourself from one place to another, which should be simple indeed, becomes a grave problem, by nightfall you are naturally so enervated as a result of your hazardous adventures that you refuse to function above the neck. As the sun nears the horizon the New Yorker's intellectual thermometer sinks steadily, until at 8:20 it reaches absolute zero.

Undoubtedly this is the reason that astute managers send their plays to New York. They want to see their effect on out-of-town auditors and thereby discover what flaws there may be in the works. Let me tell you, Gotham playgoer, that Detroit saw little before you did "The Great Lover," Otis Skinner in "Cock o' the Walk," "Our Mrs. McChesney" and "Very Good Eddie." Not to mention several plays of lesser importance, either artistically or financially. Let me ask you if you have seen Warfield in "Van der Decken," Arliss in "Paganini," Taylor Holmes in "Bunker Bean," the new Owen Davis play, "Find the Woman," or Derwent Hall Caine in his father's great London success, "Pete"? Have you? We've seen them all in Detroit, and we're going to see many more the same way, among them the new Hitchcock piece and the Hopwood farce, with Margaret Illington—I don't know to-day's title of it.

I saw one of your first nights last Monday. The play was a serious effort; a talented composer gave it a rarely beautiful musical setting; the scenery was as fine as anything ever done by an American; the producer is known as an entrepreneur of worthy wares. It was, on the whole, the first important offering of the season. Well,

WON'T GO UPTOWN JUST YET

Many Old Concerns in Wholesale Zone Renewing Leases.

Cross & Brown Company has leased the store and basement at 345 and 347 Broadway to Catlin & Co., who have occupied premises for a term of years. This renewal of lease, together with the recent announcement that A. G. Hyde Sons & Co. had also renewed their lease at 241 Broadway, is another surety that many wholesale drygoods district concerns do not intend to go uptown.

Cross & Brown Company also renewed the lease of the H. B. Glavin Co. for a term of years for about 75,000 square feet of space at 214 and 216 Church st. and 51 and 57 Thomas st., adjoining the main building of the company.

## PLACE \$1,045,000 IN LOANS

Among Mortgages Is One at 4 1/2 Per Cent for \$600,000.

William A. White & Sons report having placed last week a first mortgage loan of \$600,000 at 4 1/2 per cent interest for ten years on the southwest corner of 66th st. and Park av., 106.5x100.3, to be improved with a twelve-story apartment house, by J. E. R. Carpenter.

Also placed a building and permanent loan of \$360,000 at 5 per cent interest for five years on the southeast corner of Broadway and Twenty-first street, on which there is to be erected a sixteen-story mercantile building, for the Ritz Realty Corporation. Also a loan of \$55,000 at 5 per cent interest for three years on 22 East 62d st., an eight-story hotel apartment house, on plot 21x102.5, for Robert J. Gay.

## NEW ST. SEBASTIAN'S CHURCH

It Will Be Built in 24th St., Near Second Avenue.

N. Serracini, architect, has completed plans for the new St. Sebastian's Church to be erected at 312, 314, and 316 East 24th st.

The church will be 48 feet front and 98.9 feet deep with a seating capacity of 650. The building is designed in the Gothic style. The exterior will be of brick, stone terra cotta and copper. The interior will be of plaster. Construction will be started at once.

## SEED HOUSE IN WATER STREET.